

EXHIBIT 21

From: [Machleidt, Dario](#)
To: [Paige Stradley](#); [Shannon Maney](#); [RothschildMGTeam](#)
Cc: [ValveKTSservice](#)
Subject: RE: Valve Corp. v. Rothschild
Date: Tuesday, March 4, 2025 10:29:18 AM
Attachments: [image001.png](#)

Paige,

Yes, we'll be glad to talk about this issue tomorrow so defendants can move for whatever relief they seek.

Your final comment is a bit concerning. Please take a look at RFP 5 to Display Technologies. How is that request not directly calling for agreements like the one with Discord?

To be clear, RFP 5 requests the following documents: "All Documents, Communications, and Things Relating to any proposed or **executed License to, assignment of, or any other grant of rights to the '723 Patent**, including all offers and negotiations of any such License, assignment, or any other grant of rights." The Discord agreement specifically refers to the '723 patent as a "Licensed Patent." (Take a look at least at sections 1.7, 1.5, and the first two paragraphs of the agreement.)

It remains abundantly clear that defendants have not undertaken their discovery obligations in good faith. Please add this to the list for tomorrow's discussion.

Sincerely,

Dario Machleidt
dmachleidt@ktslaw.com
Kilpatrick Townsend & Stockton LLP
1420 Fifth Avenue | Suite 3700 | Seattle, WA 98101
T 206 224 2857 | F 206 374 2199
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From: Paige Stradley <PStradley@MerchantGould.com>
Sent: Tuesday, March 4, 2025 10:03 AM
To: Machleidt, Dario <dmachleidt@ktslaw.com>; Shannon Maney <SManey@MerchantGould.com>; RothschildMGTeam <RothschildMGTeam@MerchantGould.com>
Cc: ValveKTSservice <ValveKTSservice@kilpatricktownsend.com>
Subject: RE: Valve Corp. v. Rothschild

****CAUTION: External Email****

Dario,

Section 8 of the agreement with Discord makes clear that DT considers the agreement confidential. We have designated it as such. The PO expressly contemplates that settlement agreements are the types of documents that may be designated as Confidential, and nothing in the Protective Order gives Valve the right to ignore Defendants' designation of the agreement as Confidential. If Valve wishes to challenge Defendants' designation, it may do so consistent with Section 6 of the PO but, in the meantime, Valve must continue to maintain the agreement as confidential until the court rules on the challenge. Accordingly, please be prepared to discuss this issue on our meet and confer

tomorrow so that Defendants can decide if they will need to serve a motion to retain confidentiality pursuant to PO Section 6.3.

Further, you state that DT should have produced the settlement agreement with Discord “months ago.” Please point us to the document request in which Valve has requested DT’s settlement agreements. We see no such request.

Best,

Paige

Paige Stradley

she/her/hers

Partner

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Operating as Merchant & Gould, LLP, in California.

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From: Machleidt, Dario <dmachleidt@ktslaw.com>

Sent: Tuesday, February 25, 2025 4:41 PM

To: Shannon Maney <SManey@MerchantGould.com>; RothschildMGTeam

<RothschildMGTeam@MerchantGould.com>

Cc: ValveKTSservice <ValveKTSservice@kilpatricktownsend.com>

Subject: RE: Valve Corp. v. Rothschild

CAUTION - External.

Counsel,

We sent you the Discord production on February 18 (the same day we received it), nearly a month after we served our subpoena. The agreement Discord produced isn’t designated confidential, and seven days passed before you told us about defendants’ desired treatment of that agreement. Under Section 8 the agreement, we fail to see how defendants can retroactively designate it.

It is unfortunate that your dilatory discovery strategy forced Valve to incur the expense of subpoenaing Discord for an agreement your team should have produced months ago. Had you done that, you could have tried to produce it consistent with whatever designation you wanted under the parties’ PO.

We do not agree to treat the agreement as confidential. We’re of course willing to consider any

authority saying we must agree to your delayed demand.

Sincerely,



Dario Machleidt

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From: Shannon Maney <SManey@MerchantGould.com>

Sent: Tuesday, February 25, 2025 11:02 AM

To: ValveKTSservice <ValveKTSservice@kilpatricktownsend.com>

Cc: RothschildMGTeam <RothschildMGTeam@MerchantGould.com>

Subject: Valve Corp. v. Rothschild

Dear Counsel,

Below please find a link with today's document production. The password will follow in a separate email.

As you know, last week Discord produced a Settlement and License Agreement with bates numbers Discord-Valve-001 through Discord-Valve-0020. Although Discord did not designate that Agreement as Confidential, DT, PAM, and Leigh Rothschild consider the Agreement to be Confidential. Accordingly, within this production we have reproduced that Agreement, still bearing bates numbers Discord-Valve-001 through Discord-Valve-0020, but including the following confidentiality designation: "Defendants' Designation – Confidential". Accordingly, please treat this Agreement as Confidential and, moving forward, we ask that Valve use this version of the agreement in connection with any depositions, briefing, and the like.

<https://filetransfer.merchantgould.com/message/OtarGIHgOfjeClgL10OOog>

Thank you,

Shannon Maney

Litigation Paralegal

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